

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

BIDZIRK, LLC, DANIEL G. SCHMIDT, )  
III, and JILL PATTERSON, )

Plaintiffs, )

v. )

PHILIP J. SMITH, )

Defendant. )

Civil Action No. 6:06-CV-00109-HMH

AFFIDAVIT OF JILL PATTERSON

State of South Carolina  
County of Greenville

CAME BEFORE ME, the undersigned officer duly authorized to administer  
oaths, Jill Patterson, who, upon being sworn, deposes and states:

1.

My name is Jill Patterson. I am over 18 years of age and am competent in all  
respects to testify to the matters asserted herein. I have personal knowledge of those  
matters and know them to be true. This affidavit is given for any purpose lawful under  
the Federal Rules of Civil Procedure.

2.

Shortly after BidZirk began operations, my husband arranged to purchase  
advertising space in a printed supplement to the Greenville Journal called Behind the  
Counter. As part of this advertisement, my husband and I were photographed in one of

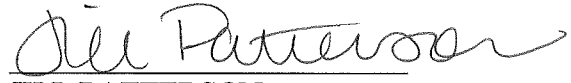
BidZirk's locations. This photograph appeared in a full-page advertisement in Behind the Counter that included a few paragraphs about BidZirk and mine and my husband's establishment of the business. The tenor of the story was that my husband and I had opened BidZirk at the approximate time that we married, that we were partners in life and in business, and that BidZirk was the beneficiary of our close relationship.

3.

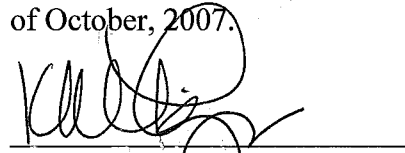
Defendant's postings linked to the Behind the Counter feature on BidZirk. However, Defendant's link was accompanied by text in which Defendant questioned the propriety of my marriage, at a time when Defendant and his associates were sending inventory to BidZirk for sale on eBay. Referencing my marriage, Defendant stated "He [meaning my husband] explained to me how he had just gotten married and was planning his honeymoon in a week's time. Wait! He was getting married, going on a honeymoon, and starting a (in his own words) 'multi-location business that will be national in 5 years time'?" My husband and I purchased advertising in Behind the Counter to promote BidZirk, clearly intending to link BidZirk and our marriage in a positive manner. Defendant's posting took the fact of our marriage, and of the business relationship my husband and I have together, and twisted it into something that allegedly indicated my disregard for BidZirk's customers, my inability to commit myself properly to the venture of BidZirk's business and an unwillingness to provide good service to BidZirk's customers. In this manner, Defendant's linking to the Behind the Counter story publicly portrayed my husband and me in a false light. Defendant knew or recklessly disregarded the original context of the advertisement in Behind the Counter, and sought to alter that context in a manner that injured me. The implication that the timing of my marriage was

irresponsible and evidence of my lack of commitment to BidZirk's business and customers I find offensive and deeply upsetting.

FURTHER AFFIANT SAYETH NAUGHT.

  
JILL PATTERSON

Sworn to and subscribed  
before me this 15<sup>th</sup> day  
of October, 2007.

  
NOTARY PUBLIC

**My Commission Expires**  
**March 21, 2012**